

AFFINITY AGREEMENT TEMPLE UNIVERSITY

MB 8-28-07
HEW 8-22-07
Temp. card. date

This Affinity Agreement (this "Agreement") is entered into as of this 31st day of July, 2007 (the "Effective Date") by and between FIA CARD SERVICES, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("BANK") and TEMPLE UNIVERSITY - OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION, a state-related university having its principal place of business in Philadelphia, Pennsylvania ("TEMPLE"), for themselves, and their respective successors and assigns.

1. DEFINITIONS

When used in this Agreement,

- (a) "Agreement" means this agreement and all mutually-agreed schedules and attachments hereto.
- (b) "Credit Card Account" means a consumer credit card account opened in response to marketing efforts made pursuant to the Program. A "Student Credit Card Account" means a consumer credit card account opened by a Student Member during the term of this Agreement.
- (c) "Customer" means any Member who obtains a Financial Service Product from BANK pursuant to the Program.
- (d) "Emerging Credit Card Account" means a Credit Card Account coded by BANK with one of BANK's risk management identifiers according to BANK's standard procedures.
- (e) "Emerging GIP Account" means an Emerging Credit Card Account opened pursuant to a GIP in which TEMPLE complies with the GIP provisions of this Agreement.
- (f) "Credit Financial Service Product" means any credit card program or charge card program for Members, and shall not include any check or debit card program, with the exception of access checks associated with such credit card or charge card program. "Check Card Financial Service Product" means any check or debit card program for Alumni Members. "Loan Financial Service Product" means any installment loan program or revolving loan program for Employee Members and Alumni Members. Credit, Check Card and Loan Financial Service Products shall be collectively referred to as "Financial Service Products."
- (g) "New Account Goal" means the number of new Credit Card Accounts required to earn a New Account Bonus, as set forth in Section K of Schedule A attached hereto.

- (h) "Group Incentive Program" or "GIP" means any marketing or other program whereby TEMPLE conducts and funds solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.
- (i) "GIP Account" means a Credit Card Account opened pursuant to a GIP in which TEMPLE complies with the GIP provisions of this Agreement.
- (j) "Gold Option Account" means a GoldOption® (as such service mark may be changed by BANK, in its sole discretion, from time to time) revolving loan account opened by an Alumni Member or an Employee Member during the term of this Agreement in response to marketing efforts made pursuant to the Program.
- (k) "Gold Option GIP Account" means a Gold Option Account opened by an Alumni Member or an Employee Member during the term of this Agreement pursuant to a GIP in which TEMPLE complies with the GIP provisions of this Agreement.
- (l) "Gold Reserve Account" means a GoldReserve® (as such service mark may be changed by BANK, in its sole discretion, from time to time) revolving loan account opened by an Alumni Member or an Employee Member during the term of this Agreement in response to marketing efforts made pursuant to the Program.
- (m) "Gold Reserve GIP Account" means a Gold Reserve Account opened by an Alumni Member or an Employee Member during the term of this Agreement pursuant to a GIP in which TEMPLE complies with the GIP provisions of this Agreement.
- (n) "Mailing List" means a current list (in a format mutually agreed by TEMPLE and BANK) containing non-duplicate names, with corresponding postal addresses and, when available and not subject to privacy restrictions arising from law, rule, regulation, or TEMPLE policy, telephone numbers (including area codes) and e-mail addresses of Alumni Members who are at least eighteen (18) years of age and eligible for the Financial Service Products which BANK intends to market by use of such Mailing List, segmented by zip codes or reasonably selected membership characteristics.
- (o) "Member" means: (i) an undergraduate, graduate or professional school student of TEMPLE (each a "Student Member"), (ii) a member of the faculty or staff of TEMPLE (each, an "Employee Member") and (iii) alumni of TEMPLE (each, an "Alumni Member").
- (p) "Program" means the Credit Financial Service Products, Check Card Financial Service Products and Loan Financial Service Products BANK offers pursuant to this Agreement to the applicable Members from time to time.
- (q) "Reward Credit Card Account" means a Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program.

- (r) "Reward Enhancement" means the loyalty reward Credit Card Account enhancement as provided through BANK and offered as part of the Program for Reward Credit Card Accounts. The Reward Enhancement may be marketed under another name (e.g. World Points), as determined by BANK from time to time, in its sole discretion.
- (s) "Royalties" means the compensation set forth in Schedule A.
- (t) "TEMPLE Affiliate" means any entity which, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with TEMPLE, but excludes Temple University Health System, Inc. and its subsidiaries.
- (u) "Trademarks" means the design, image, visual representation, logo, service mark, trade dress, trade name, or trademark owned or controlled by TEMPLE and set forth on Schedule C attached hereto.
- (v) "Student GIP Account" means a Student Credit Card Account opened pursuant to a GIP in which TEMPLE complies with the GIP provisions of this Agreement.
- (w) "Reward GIP Account" means a Reward Credit Card Account opened pursuant to a GIP in which TEMPLE complies with the GIP provisions of the Agreement.
- (x) "Reward Student GIP Account" means a Reward Student Credit Card Account opened pursuant to a GIP in which TEMPLE complies with the GIP provisions of this Agreement.

2. RIGHTS AND RESPONSIBILITIES OF TEMPLE

- (a) TEMPLE agrees that during the term of this Agreement that neither TEMPLE nor any TEMPLE Affiliate shall, by itself or in conjunction with others, directly or indirectly:
 - (i) sponsor, advertise, aid, develop, or market, the providing of, any Credit Financial Service Products of any organization other than BANK; (ii) license or allow others to license or use the Trademarks in relation to or for promoting any Credit Financial Service Products of any entity other than BANK; and (iii) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any Mailing Lists or information about any current or potential Members in relation to or for promoting any Credit Financial Service Products of any entity other than BANK. Notwithstanding anything else in this Agreement to the contrary, TEMPLE may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by TEMPLE of said financial institution or advertising for a Financial Service Product. Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to prevent TEMPLE, during the period which is ninety (90) days prior to the expiration or termination of this Agreement, from soliciting proposals for, or discussing with any organization programs offering Credit Financial Service Products.
- (b) TEMPLE agrees to provide BANK with such information and assistance as may be reasonably requested by BANK in connection with the Program.

(c) TEMPLE authorizes BANK to solicit Members by mail, direct promotion, internet, advertisements and/or telephone for participation in the Program, subject to the terms and conditions of this Agreement.

(d) TEMPLE shall have the right of prior approval of all Program advertising and solicitation materials to be used by BANK which contain a Trademark: such approval shall not be unreasonably withheld or delayed. In the event that BANK incurs a cost because TEMPLE requests a change in the Trademarks (e.g., the cost of reissuing new credit cards), BANK may deduct such costs from Royalties due TEMPLE. In the event such costs exceed Royalties then due TEMPLE, TEMPLE shall promptly reimburse BANK for all such costs.

(e) Within thirty (30) days following the execution of this Agreement by TEMPLE and BANK, TEMPLE shall provide BANK with a Mailing List comprised of at least one hundred ninety-eight thousand (198,000) Alumni Members; provided, however, that TEMPLE shall not include in any Mailing List any Member who has expressly requested that TEMPLE not provide his/her personal information to third parties. From time to time during the term of this Agreement and upon written request from BANK, TEMPLE shall provide to BANK Mailing Lists; provided that TEMPLE shall not be required to provide Mailing Lists in excess of the number of marketing campaigns permitted to be conducted by BANK pursuant to this Agreement. From time to time during the term of this Agreement and upon written request from BANK, TEMPLE shall conduct mailings or distributions to at least six thousand (6,000) Student Members, provided that all costs of such mailings or distributions shall be paid by BANK.

(f) TEMPLE shall, and shall cause any TEMPLE Affiliates to, only provide information to or otherwise communicate with Members about the Program with BANK's prior written approval, except for current advertising and solicitation materials provided by BANK to TEMPLE. Notwithstanding the above, TEMPLE may respond to individual inquiries about the Program from Members on an individual basis, provided that said responses are accurate and consistent with the then-current materials provided by BANK to TEMPLE. Any correspondence received by TEMPLE that is intended for BANK (e.g., applications, payments, billing inquiries, etc.) shall be forwarded to the BANK account executive via overnight courier within seventy-two (72) hours of receipt. All charges incurred for forwarding such correspondence will be paid by BANK.

(g) TEMPLE hereby grants BANK and its affiliates a limited, exclusive license to use the Trademarks solely in conjunction with the Program, including the promotion thereof. This license shall be transferred upon assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. TEMPLE shall provide BANK all Trademark production materials (e.g., camera ready art) required by BANK for the Program, as soon as possible but no later than thirty (30) days after TEMPLE's execution of this Agreement. Nothing stated in this Agreement prohibits TEMPLE from

granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

(h) TEMPLE shall permit BANK to promote the Program on mutually-agreed high-traffic web pages owned or controlled by TEMPLE. BANK may establish a "hyperlink" from such advertisements to another internet site to enable a person to apply for a Credit Card Account. Any Credit Card Accounts generated pursuant to such a "hyperlink" shall be GIP Accounts for purposes of this Agreement. TEMPLE shall modify or remove such advertisements within twenty-four (24) hours of BANK's request.

3. RIGHTS AND RESPONSIBILITIES OF BANK

(a) BANK shall design, develop and administer the Program. Subject to the terms and conditions of this Agreement, BANK shall be entitled to promote:

- (i) Credit Financial Service Products to Members;
- (ii) Check Card Financial Service Products only to Alumni Members; and
- (iii) Loan Financial Service Products only to Alumni Members and Employee Members.

For clarity, BANK may not promote Check Card Financial Service Products to Student Members or Employee Members.

(b) BANK shall design all advertising, solicitation and promotional materials with regard to the Program, other than materials designed by TEMPLE with respect to a GIP. BANK reserves the right of prior written approval of all advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of TEMPLE.

(c) BANK shall bear all costs of producing and mailing materials for the Program.

(d) BANK shall make all credit decisions and shall bear all credit risks with respect to each Customer's account(s) independently of TEMPLE.

(e) BANK shall use any and all Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling these Mailing Lists to use them for any other purpose, and BANK shall be liable and responsible for use of Mailing Lists by such entities. BANK shall have the right to designate Members on Mailing Lists to whom promotional material will not be sent. Mailing Lists are and shall remain the sole property of TEMPLE. However, BANK may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of BANK's own files and shall not be subject to this Agreement; provided however that BANK will not use this separate information in a manner that would imply an endorsement by TEMPLE.

(f) Subject to applicable law and regulation, BANK has the right to place Trademarks on gifts for individuals completing applications and on other premium items suitable in BANK's

judgment for the solicitation of Credit Card Account applications. TEMPLE shall have final approval of the use and appearance of the Trademarks used on such materials. BANK shall submit the use of Trademarks on such materials through TEMPLE's exclusive licensing agent, Collegiate Licensing Company. Temple agrees that BANK shall not be required to pay any royalties or other compensation otherwise due directly or indirectly to or on behalf of TEMPLE or any TEMPLE Affiliate for the use of Trademarks in connection with such gifts or premiums. If any third party should refuse to waive such royalties, then BANK is entitled to deduct such applicable amount(s) from all Royalties and/or Advance payments otherwise due TEMPLE.

(g) To the extent that BANK promotes Financial Service Products to Student Members pursuant to this Agreement, BANK shall provide educational materials and programming to Student Members.

4. REPRESENTATIONS AND WARRANTIES

(a) TEMPLE and BANK each represents and warrants to the other that as of the Effective Date and throughout the term of this Agreement:

(i) It is duly organized, validly existing and in good standing.

(ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

(iii) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(iv) No consent, approval or authorization from any third party is required in connection with the negotiation, execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect.

(v) The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.

(b) TEMPLE represents and warrants to BANK as of the date hereof and throughout the term of this Agreement that it has the right and power to license the Trademarks to BANK for use as contemplated by this Agreement, and to provide the Mailing List(s) to BANK for the promotion of the Program. TEMPLE will hold BANK, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse BANK's reasonable and actual costs in connection therewith (including attorneys' fees), arising from the Trademark license granted herein or from BANK's use of the Trademarks in reliance thereon. Each party shall promptly notify the other party in the manner provided herein

upon learning of any claims or complaints relating to such license or the use of any Trademarks. TEMPLE further represents and warrants that it has complied with all applicable laws, rules and regulations (including, without limitation, no-call rules) pertaining to the maintenance of all Mailing Lists.

5. ROYALTIES

(a) BANK shall pay Royalties to TEMPLE in accordance with the terms of this Agreement. Royalties will not be paid without a completed Schedule B (W-9 Form and ACH Form). Except as otherwise provided in Schedule A, payment of Royalties then due shall be made not more than sixty (60) days after the end of each calendar quarter.

(b) On or before the forty fifth (45th) day after the end of each calendar quarter during the term of this Agreement, BANK will provide TEMPLE with a statement showing the number of consumer Credit Card Accounts opened, the number of consumer Credit Card Accounts renewed, and the retail purchase transaction dollar volume (excluding those transactions that relate to refunds, returns and unauthorized transactions) made during the preceding calendar quarter on consumer Credit Card Accounts.

6. CROSS INDEMNIFICATION

TEMPLE and BANK each will indemnify and hold harmless the other party, its trustees, directors, officers, agents, employees, affiliates, insurers, successors and assigns (the "Indemnitees") from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith ("Losses"), resulting from the breach of this Agreement by TEMPLE or BANK, respectively as the case may be, or its trustees, directors, officers or employees. TEMPLE will indemnify and hold harmless BANK and its Indemnitees from and against any and all Losses arising from the Trademark license granted herein or from BANK's use of the Trademarks in reliance thereon. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints that may reasonably result in the indemnification by the other party.

7. PROGRAM ADJUSTMENTS

BANK reserves the right to make periodic adjustments to the Program and its terms and features; provided, however, that no such adjustment which is reasonably likely to have a material impact on Royalties owed by BANK to TEMPLE hereunder shall be made without the prior consent of TEMPLE. In addition, Customers may be offered opportunities to select credit protection as a benefit under the Program.

8. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement

("Information") are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. BANK and TEMPLE shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the Information as confidential in the above described manner, and (ii) as required by law or requested by any governmental regulatory authority.

9. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on July 31, 2014.

10. STATE LAW GOVERNING AGREEMENT

This Agreement shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

11. TERMINATION

(a) In the event of any breach of this Agreement by BANK or TEMPLE, the other party may terminate this Agreement by giving notice, as provided herein, to the breaching party. This notice shall (i) describe the breach; and (ii) state the party's intention to terminate this Agreement. If the breaching party does not cure or substantially cure such breach within sixty (60) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement shall terminate upon the expiration of the Cure Period without further action by either party.

(b) If either BANK or TEMPLE becomes insolvent in that its liabilities exceed its assets or it is unable to meet or it has ceased paying its obligations as they generally become due, or it is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement by providing written notice of such termination.

(c) Upon termination of this Agreement, BANK shall, in a manner consistent with Section 10(d) of this Agreement, cease to use the Trademarks. BANK agrees that upon such termination it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Agreement. However, BANK may conclude all solicitation that is required by law.

(d) BANK shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement to be communicated by TEMPLE or any TEMPLE Affiliate to the Members, such approval

shall not be unreasonably withheld. Upon termination of this Agreement, TEMPLE shall not attempt to cause the removal of Trademarks from any Customer's credit card, checks or records of any Customer, and BANK shall not renew or re-issue any Customer's credit card, checks or records existing as of the effective date of termination of this Agreement to include any Trademarks.

(e) In the event that any material change in any applicable law, statute, operating rule or regulation, or any material change in any operating rule or regulation of VISA, MasterCard or American Express makes the continued performance of this Agreement under the then current terms and conditions unduly burdensome, then BANK shall have the right to terminate this Agreement upon ninety (90) days advance written notice. Such written notice shall include an explanation and evidence of the burden imposed as a result of such change.

(f) For a one (1) year period following the termination of this Agreement for any reason, TEMPLE agrees that neither TEMPLE nor any TEMPLE Affiliate shall, by itself or through a third party acting on TEMPLE's behalf, specifically target any offer of a credit or charge card to persons who were Customers as of the effective date of termination of this Agreement. Notwithstanding the foregoing, TEMPLE may, at any time after termination of this Agreement, offer persons who were Customers the opportunity to participate in another credit or charge card program provided the opportunity is part of a general solicitation to all or a significant subset of Members and provided further no such persons are directly or indirectly identified as a customer of BANK, or offered any terms or incentives different from that offered to all Members in such solicitation.

12. GROUP INCENTIVE PROGRAM

(a) BANK shall design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by TEMPLE pursuant to any GIP. In that regard, TEMPLE shall give BANK sixty (60) days prior notice of its desire to engage in marketing efforts regarding the Program itself, specifying that accounts generated from such efforts will entitle TEMPLE to the Royalty specified in Schedule A, subject to the other terms and conditions of this Agreement.

(b) All marketing materials generated as a result of such GIP shall be coded by TEMPLE as instructed by BANK for tracking purposes. Marketing materials or telemarketing inquiries from Members which, in either case, do not contain or reference such coding shall not be considered eligible for Royalty for GIP Accounts as set forth in Schedule A.

(c) In addition to all other rights it may have under this Agreement, BANK shall have the right of prior approval of all promotional materials created, and/or to be distributed by TEMPLE pursuant to any GIP. BANK shall have approval and control of the scope, timing, content and continuation of any GIP.

(d) All costs incurred by BANK in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of TEMPLE pursuant to any GIP shall be deducted from any or all Royalty payments due TEMPLE under this Agreement.

(e) TEMPLE shall comply with BANK's instructions and all applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, with regard to any GIP.

13. MISCELLANEOUS

(a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.

(b) The obligations in Sections 4(b), ~~7~~, ~~10~~(c), ~~11~~(d) and ~~10~~(f) shall survive any termination of this Agreement. NEW 8-22-07
Temple 2007. Bank

(c) The failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of such right or any other rights. NB 8-27-07

(d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.

(e) If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.

(f) All notices relating to this Agreement shall be in writing and shall be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

(1) If to TEMPLE:

Temple University
1913 N. Broad Street
Philadelphia, Pennsylvania 19122

ATTENTION: Deborah Fowlkes
Executive Director

Fax #: (215) 204-5715

With copies to :

(d) All costs incurred by BANK in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of TEMPLE pursuant to any GIP shall be deducted from any or all Royalty payments due TEMPLE under this Agreement.

(e) TEMPLE shall comply with BANK's instructions and all applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, with regard to any GIP.

13. MISCELLANEOUS

(a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.

(b) The obligations in Sections 4(b), 7, 10(c), 10(d) and 10(f) shall survive any termination of this Agreement.

(c) The failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of such right or any other rights.

(d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.

(e) If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.

(f) All notices relating to this Agreement shall be in writing and shall be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

(1) If to TEMPLE:

Temple University
1913 N. Broad Street
Philadelphia, Pennsylvania 19122

ATTENTION: Deborah Fowlkes
Executive Director

Fax #: (215) 204-5715

With copies to :

Office of University Counsel
1803 North Broad Street
400 Carnell Hall
Philadelphia, Pennsylvania 19122
Attention : University Counsel
Fax # (215) 204-5804

Office of Business Services
1700 North Broad Street, Suite 415
Philadelphia, Pennsylvania 19122
Attention: Rich Rumer
Fax# (215) 204-7193

(2) If to BANK:

FIA Card Services, N. A.
1100 North King Street
Wilmington, Delaware 19884

ATTENTION: Lou Ziccarelli
Card Group Sr. Sales Executive

Fax #: (302) 432-0469

Any party may change the address to which communications are to be sent by giving notice, as provided herein, of such change of address.

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein. Without the prior written consent of BANK, which shall not be unreasonably withheld, TEMPLE may not assign any of its rights or obligations under or arising from this Agreement. BANK may not assign or transfer its rights and/or obligations under this Agreement without the written consent of TEMPLE, which shall not be unreasonably withheld; provided however, that BANK may assign or transfer, without consent, its rights and/or obligations under this Agreement:

(i) to any individual, corporation or other entity (other than a subsidiary or an entity controlling, controlled by, or under common control with BANK (a "BANK Affiliate")) pursuant to a merger, consolidation, or a sale of all or substantially all the assets of BANK; or

(ii) to any BANK Affiliate.

BANK may utilize the services of any third party in fulfilling its obligations under this Agreement. Certain Financial Service Products or services under this Agreement may be offered through BANK's affiliates.

(h) BANK and TEMPLE are not agents, representatives or employees of each other and neither party shall have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement. No joint venture or similar entity is created by this Agreement.

(i) Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than TEMPLE and BANK, their successors and assigns, any rights or remedies under or by reason of this Agreement.

(j) Neither party shall be in breach hereunder by reason of its delay in the performance of or failure to perform any of its obligations herein if such delay or failure is caused by strikes or other labor disputes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with governmental laws, rules, or regulations imposed or changed after the Effective Date, delays in transit or delivery, or any event beyond its reasonable control or without its fault or negligence.

(k) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties, by its representative, has executed this Agreement as of the Effective Date.

**TEMPLE UNIVERSITY - OF THE
COMMONWEALTH SYSTEM OF
HIGHER EDUCATION**

By: Anthony E. Wagner
Name: Anthony E. Wagner
Vice President, Chief Financial Officer
and Treasurer
Title: _____
Date: 7.31.07

FIA CARD SERVICES, N.A.

By: Lois Zicarelli
Name: Lois Zicarelli
Title: SVP
Date: 8.28.07

SCHEDULE A

ROYALTIES

With respect to periods during the term of this Agreement, BANK will pay TEMPLE a Royalty calculated as follows for those accounts with active charging privileges as of the last processing day of each calendar month. All Royalty payments due hereunder are subject to adjustment by BANK for any prior overpayment of Royalties by BANK:

A. CREDIT CARD ACCOUNTS

1. \$3.00 (three dollars) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$3.00 (three dollars) for each Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by BANK (other than as a result of a courtesy waiver by BANK), then such royalty will be paid for each Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using a Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. \$3.00 (three dollars) for each new Student Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Student Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
5. \$3.00 (three dollars) for each Student Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by BANK (other than as a result of a courtesy waiver by BANK), then such Royalty will be paid for each Student Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after

the opening of that Student Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.

6. 0.40% (forty basis points) of all retail purchase transaction dollar volume generated by Customers using a Student Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).

B. REWARD CREDIT CARD ACCOUNTS

Reward Credit Card Account Royalty compensation provisions shall not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty compensation provisions referencing any other form of Credit Card Accounts shall not apply to Reward Credit Card Accounts.

1. \$3.00 (three dollars) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account or for any Reward GIP Account.
2. \$3.00 (three dollars) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by BANK (other than as a result of a courtesy waiver by BANK), then such Royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of the Reward Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using a Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, bets, lottery tickets, or casino gaming chips)).
4. \$3.00 (three dollars) for each new Reward Student Credit Card Account opened, which remains open for at least ninety (90) consecutive days and

which is utilized by the Customer within the first ninety (90) consecutive days of the Reward Student Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.

5. \$3.00 (three dollars) for each Reward Student Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by BANK (other than as a result of a courtesy waiver by BANK), then such Royalty will be paid for each Reward Student Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Student Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
6. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using a Reward Student Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).

C. EMERGING CREDIT CARD ACCOUNTS

Emerging Credit Card Account Royalty compensation provisions will not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty compensation provisions referencing any other form of Credit Card Accounts will not apply to Emerging Credit Card Accounts.

1. \$3.00 (three dollars) for each new Emerging Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Emerging Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$3.00 (three dollars) for each Emerging Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by BANK (other than as a result of a courtesy waiver by BANK), then such Royalty will be paid for each Emerging Credit Card Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of the Emerging Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using an Emerging Credit Card

Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, bets, lottery tickets, or casino gaming chips)).

D. GIP ACCOUNTS

1. \$75.00 (seventy-five dollars) for each GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.
2. \$40.00 (forty dollars) for each Student GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Student GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Student GIP Accounts will not qualify for any other opening-of-an-account Royalty.
3. \$75.00 (seventy-five dollars) for each Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.
4. \$40.00 (forty dollars) for each Reward Student GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward Student GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward Student GIP Accounts will not qualify for any other opening-of-an-account Royalty.
5. \$15.00 (fifteen dollars) for each Emerging GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Emerging GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Emerging GIP Account will not qualify for any other opening-of-an-account Royalty.

6. \$25.00 (twenty five dollars) for each Gold Reserve GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Gold Reserve GIP Account's opening for at least one transaction which is not subsequently rescinded or disputed. Such Gold Reserve GIP Accounts will not qualify for any other opening-of-an-account Royalty.
7. \$25.00 (twenty five dollars) for each Gold Option GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Gold Option GIP Account's opening for at least one transaction which is not subsequently rescinded or disputed. Such Gold Option GIP Accounts will not qualify for any other opening-of-an-account Royalty.

E. CONSUMER GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new Gold Reserve Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for Gold Reserve Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those Gold Reserve Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty (60) days of the end of the calendar year.

F. CONSUMER GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new Gold Option Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for Gold Option Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those Gold Option Accounts which are open with active charging privileges as of the

last day of such month. This Royalty will be paid within sixty (60) days of the end of the calendar year.

G. DEPOSIT ACCOUNTS

Intentionally omitted.

H. ROYALTY ADVANCES.

1. Upon execution of this Agreement by TEMPLE and BANK and upon each annual anniversary of the Effective Date until and including the sixth such anniversary, BANK shall pay to TEMPLE the sum of two hundred thousand dollars (\$200,000)(an "Advance"), all as an advance against future Royalties, subject to the provisions set forth below:

All Royalties accrued shall (with the exception of GIP, Gold Option and Gold Reserve Royalties), in lieu of direct payment to TEMPLE, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to TEMPLE as set forth in this Agreement. The Advance for any year following a year in which a reduced Advance was paid and less than \$200,000 (including the reduced Advance and accrued Royalties) shall be \$200,000.

Notwithstanding the foregoing, (x) BANK shall no longer be obligated to pay any additional Advances to TEMPLE hereunder, and (y) TEMPLE hereby promises to pay BANK upon demand an amount equal to the difference between the total amount of the Advance(s) paid by BANK and the total amount of accrued Royalties credited by BANK against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (v) below should occur:

- (i) the Agreement is terminated prior to the end of the initial term by BANK due to TEMPLE's breach;
- (ii) BANK is prohibited or otherwise prevented by a cause outside of BANK's control from conducting an aggregate of at least twelve (12) direct mail, telemarketing and e-mail campaigns for Credit Financial Service Products to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (iii) BANK is prohibited by TEMPLE from conducting on-campus promotion campaigns (e.g., tabling and poster) at major events during each consecutive twelve month period during the term of the Agreement.

If during any given year(s) during the initial term of this Agreement BANK recoups all prior Advances paid to it by TEMPLE in prior years, and pays

TEMPLE Royalties accrued by TEMPLE over and above the Royalties used by BANK to recoup such prior Advances (the "Paid Out Royalties"), then BANK may reduce the amount of any subsequent Advance(s) due by the amount of any such Paid Out Royalties.

ROYALTY GUARANTEE

TEMPLE shall be guaranteed to accrue Royalties (with the exception of GIP, Practice Solution, Gold Option and Gold Reserve Royalties) (including without limitation the amount of the Advances) equal to or greater than one million four hundred thousand dollars (\$1,400,000) (the "Guarantee Amount") by the end of the full initial term of this Agreement, subject to the provisions set forth below. If on the last day of the full initial term of this Agreement TEMPLE has not accrued the Guarantee Amount, BANK will pay TEMPLE an amount equal to the Guarantee Amount minus the sum of all compensation accrued by TEMPLE during the initial term of this Agreement and all unrecouped Advances. Notwithstanding the foregoing, this royalty guarantee and any obligation of BANK hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection 1.1, above.

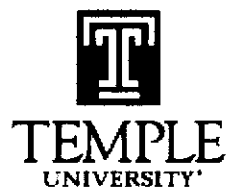
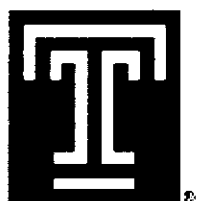
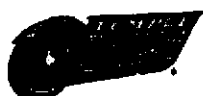
ACCOUNT BONUS

During the initial term of this Agreement, BANK shall pay to TEMPLE the sum of two hundred thousand dollars (\$200,000) (each, a "New Account Bonus") when the aggregate number of new Credit Card Accounts opened since the Effective Date exceeds the number of new Credit Card Accounts set forth below, opposite each Goal Event (each a "New Account Goal"). BANK shall pay each New Account Bonus within forty-five days after the New Account Goal is achieved.

Goal Event	New Account Goal
1	6,000
2	7,500

Schedule C

Trademarks



Attachment #1

Subject to the terms and conditions of this Agreement, TEMPLE shall, or shall cause the University, to provide the following to BANK at no additional cost (except that the cost of any materials referenced below shall be borne by BANK:

- (a) Prominent banner ad placement on mutually-agreed web pages.
- (b) Access to the Student Faculty Center for direct promotion opportunities throughout the year, including but not limited to the first two weeks of each semester during the school year;
- (c) Access to promote Credit Financial Service Products at New Student Orientation;
- (d) Prominent and conspicuous placement on TEMPLE kiosks to market the credit card to students, faculty and staff, subject to standard TEMPLE policies regarding such posting;
- (e) Access, during each year of this Agreement, for Bank to conduct direct promotion events for the Program at all University athletic events;
- (f) When conducting direct promotion events, at least five (5) direct promotion locations (each a "Location") within the athletic facility holding the game or athletic event, which Locations shall be at prominent locations and will be mutually agreed upon by TEMPLE and BANK;
- (g) Passes to all BANK employees and agents that are conducting the direct promotion campaign;
- (h) Three (3) parking permits/passes for each game at which BANK will be conducting direct promotion events;
- (i) Reasonable vehicular access to the athletic facility in which BANK will be conducting direct promotion events, such vehicular access to the athletic facility shall to the extent possible provide the BANK vehicle a convenient position, in relation to each Location, before and after the event to unload/load;
- (j) Bank shall be permitted to set up each Location at least one (1) hour prior to the gates opening for the athletic event;
- (k) Any issues concerning direct promotion events not specifically mentioned in this Agreement will be mutually agreed upon by BANK and TEMPLE and both parties agree to be reasonable;

(1) BANK has the right to insert take-one applications for the Program with football and basketball ticket renewal notices and season ticket mailings.

NONDISCLOSURE AGREEMENT

In connection with Temple University – Of The Commonwealth System of Higher Education's ("**Temple**") engagement of Affinity Financial Management Services, LLC, 143 S. 2nd Street, Suite 201, Philadelphia, Pennsylvania 19106 (its "**Advisor**"), to aid Temple with the Affinity Agreement between FIA Card Services, N.A. ("**Bank**") and Temple, dated as of July 31, 2007 (the "**Agreement**") and possible utilization of Advisor in connection with Temple's negotiation of an amendment or amended and restated version of the Agreement ("**Affinity Agreement Negotiations**"), Temple and/or Advisor have requested and may request certain oral and written Confidential Information, as defined below. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement. Now therefore, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. "**Confidential Information**" means information about the Program and the current and proposed terms of the Agreement, including, without limitation, marketing results, compensation data (royalty reports) and portfolio information (including performance metrics and other non-public comparative data related to Temple's portfolio), which is Information under the terms of the Agreement. Confidential Information shall not, however, include any information (i) which was publicly known or made available to the public prior to the time of disclosure by the disclosing party; (ii) which becomes publicly known or is made available to the public after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) which is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) which is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (v) which is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or (vi) when, and only to the extent, it is required by law or governmental authority to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement (if permitted by applicable law) prior to such disclosure and reasonable assistance, at the disclosing party's expense, in obtaining an order protecting the information from public disclosure.

2. Advisor agrees that it will use the Confidential Information solely to aid Temple in marketing the Temple branded credit card program and, to the extent applicable, for the purpose of negotiating an addendum to the Agreement or an amended and restated agreement between Bank and Temple and for no other purpose including, without limitation, using the Confidential Information for any party other than Temple, to analyze or adjust its current modeling of industry trends or to otherwise model performance, or to estimate any value in its negotiations on behalf of any other parties. The Confidential Information will be kept confidential by Advisor, and Advisor will not disclose the Confidential Information to any entity or person, except that Advisor may disclose Confidential Information or portions thereof only to those of Advisor's

employees, directors, and officers (collectively, "Representatives"), who need to know such information for the purpose of evaluating a possible transaction between Bank and Temple. Such Representatives will be informed of the confidential nature of the Confidential Information and such Representatives will agree to abide by the terms of this Nondisclosure Agreement prior to any disclosure of Confidential Information to such Representatives.

3. Advisor agrees to be responsible for any breach of this Nondisclosure Agreement by its Representatives. Advisor shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the Confidential Information and which are provided to Advisor.

4. Advisor agrees that it shall take commercially reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Advisor shall take at least those measures that it takes to protect its own most highly confidential information. Bank shall not be required to disclose any particular Confidential Information to Advisor and the disclosure of any Confidential Information is entirely voluntary and is not intended to, and shall not, create any contractual or other relationship or obligation of any kind beyond the term of this Nondisclosure Agreement. Bank agrees that confidential information of Temple provided by Advisor to Bank will be subject to the Agreement and the confidentiality provisions contained therein.

5. Without the prior written consent of Bank, or except as otherwise permitted in this Nondisclosure Agreement, Advisor agrees not to, and will cause its Representatives not to, disclose to any person any of the terms, conditions, or other facts with respect to any such possible amendments, including the status thereof.

6. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". BANK MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS, NON-INFRINGEMENT OR PERFORMANCE. BANK SHALL NOT BE RESPONSIBLE FOR ANY EXPENSES, LOSSES OR ACTIONS INCURRED OR UNDERTAKEN BY THE ADVISORS AS A RESULT OF THE RECEIPT OR USE OF THE CONFIDENTIAL INFORMATION.

7. All documents and other tangible objects containing or representing Confidential Information, and all copies thereof which are in the possession of Advisor, shall be and remain the sole property of Bank and shall be promptly returned to Bank upon Bank's written request. Upon the written request of Bank, Advisor will destroy any and all materials (whether written or electronic) that contain information from the Confidential Information and provide to Bank written certification that such information has been destroyed.

8. Neither this Nondisclosure Agreement nor anything contained in this Nondisclosure Agreement is intended to grant any right, license or authority to Advisor in or to the Confidential Information except for the use of the information in strict accordance with express provisions herein.

9. The restrictions upon and obligations of the parties hereunder, including, but not limited to, the obligation of Advisor to keep confidential all Confidential Information provided to Advisor, shall survive the termination of this Agreement and shall extend to, bind and be enforceable against the parties, and all of their respective successors and assigns. This Nondisclosure Agreement may not be assigned by either party without the written consent of the other party.

10. Each party agrees that money damages may not be a sufficient remedy for any breach of this Nondisclosure Agreement and that any violation or threatened violation of this Nondisclosure Agreement may cause irreparable injury to the Bank, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the Bank may be entitled to specific performance and injunctive relief for any such breach, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

11. Advisor agrees to indemnify, defend and hold harmless Bank and its directors, officers, agents, employees, affiliates, insurers, successors and assigns from and against any and all liability, actions, claims, demands, liens, losses, damages, judgments and expenses (including attorneys' fees) that arise from a breach of this Nondisclosure Agreement by Advisor, including any representatives.

12. This Nondisclosure Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Nondisclosure Agreement shall be governed by the laws of the State of Delaware, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter hereof, and Advisor shall not have any obligation, express or implied by law, with respect to trade secret or proprietary information of the Bank except as set forth herein. Any failure to enforce any provision of this Nondisclosure Agreement shall not constitute a waiver thereof or of any other provision. This Nondisclosure Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

AFFINITY FINANCIAL
MANAGEMENT SERVICES, LLC

By: Donald W. Finch
Name: DONALD W. FINCH
Title: SR PARTNER & Founder

FIA CARD SERVICES, N.A.

By: [Signature]
Name: DAVID BOOTH
Title: SVP